

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Sigma Enterprises, LLC,

Civil File No. 0:15-cv-03804-SRN-SER

Plaintiff,

**CONSENT JUDGMENT AND
PERMANENT INJUNCTION**

v.

Tekno Products, Inc. and Dollar
General Corporation,

Defendants.

Plaintiff Sigma Enterprises, LLC (“Sigma”) and Defendants Tekno Products, Inc. (“Tekno”) and Dollar General Corporation (“Dollar General”), having agreed upon a resolution of this matter prior to a trial on the merits, hereby stipulate and consent to the entry of this Consent Judgment and Permanent Injunction.

NOW, THEREFORE, upon stipulation and consent of the parties hereto, IT IS
ORDERED, ADJUDGED AND DECREED:

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. Sigma is the owner of U.S. Patent No. 9,015,895 (“the ‘895 Patent”).
3. The parties agree that, as a condition of settlement, injunctive relief is warranted. Therefore, a permanent injunction is hereby entered as follows:

A. Tekno, its officers, agents, and employees, and all others acting in active concert or participation with them are hereby enjoined from:

- (i) making, using, offering for sale, selling, and/or importing the Tekno “cosmetic brush cleaning glove” (hereinafter the “Tekno Product”),

or any other cosmetic brush cleaning device that infringes Claim 22 of the '895 Patent;

(ii) inducing others to infringe Claim 22 of the '895 Patent; and

B. Dollar General, its officers, agents, and employees, and all others acting in active concert or participation with them are hereby enjoined from:

(iii) making, using, offering for sale, selling, and/or importing the Tekno Product, or any other cosmetic brush cleaning device that infringes Claim 22 of the '895 Patent;

(iv) inducing others to infringe Claim 22 of the '895 Patent.

4. The parties agree that this Consent Judgment and Permanent Injunction is a final resolution of Sigma's claims and Tekno's counterclaims in this matter, and that Sigma's claims for relief other than injunctive relief and Tekno's counterclaims are hereby dismissed. Each party shall bear its own costs and attorneys' fees associated with this action.

5. This Court shall retain jurisdiction over this matter for the purpose of enforcing this Consent Judgment and Permanent Injunction.

6. There shall be no appeal from this Consent Judgment.

7. Signatures transmitted electronically or by facsimile shall be deemed original.

8. Each of the signatories warrant and represent that they have full authorization to enter into this Consent Judgment and Permanent Injunction on behalf of the respective parties named below.

The undersigned consent to entry of this Consent Judgment without further notice.

On behalf of:

Sigma Enterprises, LLC

Tekno Products, Inc.

By: /s/ Rene Xavier

By: /s/ N. Kurani

Date: 7/6/16

Date: 6/26/16

Dollar General Corporation

By: /s/ Kelly Collier

Date: 6-14-16

As Counsel for:

Sigma Enterprises, LLC.

Tekno Products, Inc. and Dollar General Corporation

By: /s/ Forrest Tahdooahnippah

By: /s/ Richard Schurin

Date: July 7, 2016

Date: July 7, 2016

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Attorneys for Defendants

IT IS SO ORDERED.

LET JUDGMENT BE ENTERED ACCORDINGLY.

BY THE COURT

Dated: July 13, 2016.

s/Susan Richard Nelson
SUSAN RICHARD NELSON
United States District Court Judge